

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Bernard, Director, Public Works/Capital Projects (954) 797-1240

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, CREATING THE POSITION OF CARETAKER FOR ROBBINS LODGE PRESERVE AND ASSIGNING A PAY GRADE IN THE BLUE COLLAR PAY PLAN, AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND CARETAKER.

**REPORT IN BRIEF:** To establish a live-in on-site Caretaker of the Open Space parcel known as Robbins Lodge Preserve. This position will be a Town employee responsibility for scheduled maintenance and security monitoring. Upon approval, Town Administrator will be able to enter into agreement with proposed employee per contract attached.

**PREVIOUS ACTIONS:** Not applicable.

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted? Yes  
If yes, expected cost: \$35,500  
Account Name: Passive Parks Salaries 001-0803-572-0101  
Additional Comments: Employee will reimburse Town the sum of \$600 per month for living expenses at existing house at Equestrian Center.

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Job Description, and proposed agreement between Town and Caretaker

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, CREATING THE POSITION OF CARETAKER FOR ROBBINS LODGE PRESERVE AND ASSIGNING A PAY GRADE IN THE BLUE COLLAR PAY PLAN, AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND CARETAKER.

WHEREAS, the Town is in need of maintenance and security for the Robbins Lodge Open Space Preserve; and,

WHEREAS, it is in the best interest of the Town to have on-site personnel monitoring park activities and providing on-going maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town Council hereby creates a position of caretaker and assigns pay grade 402 (\$23,171 - \$34,234) in the Blue Collar Pay Plan (attached hereto as Exhibit A).

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into an agreement for caretaker services at the Robbins Lodge Preserve (a sample of which is attached hereto as Exhibit B).

SECTION 3. The Town Council hereby authorizes the expenditure from account number Passive Parks Salary.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

## **CLASS SPECIFICATION**

### **CARETAKER**

#### **GENERAL STATEMENT OF JOB**

Under direct supervision, performs semi-skilled and unskilled work in the maintenance and construction needs of a Town Department. Is responsible for a variety of labor-intensive tasks in an assigned area. Responsible for maintaining and securing Town facility. Reports to Public Works/Capital Projects Director or designee.

#### **ILLUSTRATIVE EXAMPLES OF WORK**

##### **ESSENTIAL JOB FUNCTIONS**

Assists in various landscaping chores, including but not limited to, mowing grass, planting, cultivating, fertilizing and sowing grass seed, and planting shrubbery, flower bulbs, trees and plants.

Operates small trucks, tractors, power lawn mowers and other mechanized equipment.

Cleans tools and assists in repairing mowers and other grounds maintenance equipment.

Transports and moves furniture and equipment.

Provides security to assigned Town facility and reports any abnormal activity to designated department.

Performs varied carpentry, painting, masonry, and other building maintenance tasks as required.

Installs, operates, maintains and repairs irrigation system.

Repairs asphalt and pavement as needed.

Erects road signs.

Collects refuse from receptacles within park facility; removes animal carcasses within facility.

Assists in the maintenance and construction of picnic shelters and other structures associated with Town parks.

Assists in painting and staining interior and exterior of park buildings and other equipment where necessary.

Assists in mowing grass, cleaning parks and playgrounds, landscaping, and any other activities necessary in operating and maintaining Town facility.

##### **ADDITIONAL JOB FUNCTIONS**

Performs other related work as required.

Position requires that candidate must live in housing (1-bedroom/1-bathroom) provided on-site. An agreement regarding living arrangement/expenses must be signed with the Town prior to obtaining the position. Flexible hours required.

#### **MINIMUM TRAINING AND EXPERIENCE**

Graduation from high school and one (1) to two (2) years of experience in labor intensive maintenance work; or any combination of training and experience which provides the required skills, knowledge and abilities.

### **SPECIAL REQUIREMENTS**

Possession of a valid Class "A" or "B" Commercial Driver's License (CDL), issued by the State of Florida, preferred. Requires possession of a valid Class "E" Florida driver's license.

### **MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

**Physical Requirements:** Must be physically able to operate a variety of machinery and equipment including air compressors, generators, mechanics tools, paint equipment, etc. Must be able to exert up to 100 pounds of force occasionally, and/or up to 25 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are those for medium to heavy labor.

**Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural or compositional characteristics (whether similar or divergent from obvious standards) of data, people or things.

**Interpersonal Communication:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes receiving instructions, assignments or directions from superiors.

**Language Ability:** Requires the ability to read a variety of reports, forms, prints, etc.; requires the ability to prepare correspondence, forms, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak to people with poise, voice control and confidence.

**Intelligence:** Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions.

**Verbal Aptitude:** Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in standard English.

**Numerical Aptitude:** Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide.

**Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape.

**Motor Coordination:** Requires the ability coordinate hands and eyes rapidly and accurately in using motorized equipment.

**Manual Dexterity:** Requires the ability to handle a variety of items such as motorized equipment and hand tools. Must have minimal levels of eye/hand/foot coordination.

**Color Discrimination:** Requires the ability to differentiate between colors and shades of color.

**Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress and in emergency situations.

**Physical Communication:** Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via a telephone.

### **PERFORMANCE INDICATORS**

**Knowledge of Job:** Has some knowledge of basic grounds keeping practices and procedures. Has some knowledge of pruning, spraying and trimming requirements of shrubs and trees. Has some knowledge of hazards and applicable safety requirements of area of assignment and equipment and machines used. Has some knowledge of the maintenance and repair of small gasoline engines. Has some knowledge of construction techniques involved

with the actual erection and maintenance of buildings and other structures. Has some knowledge of and is able to use equipment, materials and tools used in the construction and maintenance trades. Is skilled in the use of mowers, pruners and other grounds maintenance equipment and tools. Is able to perform strenuous work under varying weather conditions. Is able to understand and follow oral instructions.

**Quality of Work:** Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all Town departments and divisions, co-workers and the general public.

**Quantity of Work:** Maintains effective and efficient output of all duties and responsibilities as described under "Illustrative Examples of Work."

**Dependability:** Assumes responsibility for doing assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives, Town policy, standards and prescribed procedures. Accepts accountability for meeting assigned responsibilities in the technical, human and conceptual areas.

**Attendance:** Attends work regularly and adheres to Town policies and procedures regarding absences and tardiness. Provides adequate notice to higher management with respect to vacation time and time-off requests.

**Initiative and Enthusiasm:** Maintains an enthusiastic, self-reliant and self-starting approach to meet job responsibilities and accountability. Strives to anticipate work to be done and initiates proper and acceptable direction for completion of work with a minimum of supervision and instruction.

**Judgment:** Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations and alternatives before exercising judgment.

**Cooperation:** Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with Town policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons and departments within the Town.

**Relationships with Others:** Shares knowledge with supervisors and staff for mutual and Town benefit. Contributes to maintaining high morale among all Town employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the general public so as to maintain good will toward the Town and project a good Town image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons in order to maintain good will within the Town. Interacts effectively with fellow employees, supervisors, professionals and the general public.

**Coordination of Work:** Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules. Maintains a calendar for meetings, deadlines and events.

**Safety and Housekeeping:** Adheres to all safety and housekeeping standards established by the Town and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

**AGREEMENT**

**Exhibit B**

**between**

**TOWN OF DAVIE**

**and**

-----  
**for**

**CARETAKER AND SECURITY SERVICES AT ROBBINS PROPERTY**

This is an Agreement, made and entered into by and between the TOWN OF DAVIE, a political subdivision of the State of Florida, hereinafter referred to as "TOWN,"

**AND**

\_\_\_\_\_ hereinafter referred to as "CARETAKER".

WHEREAS, TOWN and CARETAKER desire to enter into an agreement providing for CARETAKER to provide maintenance and security services at Robbins Property under the terms and conditions set forth herein. NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, TOWN and CARETAKER agree as follows:

**ARTICLE 1**

**DEFINITIONS AND IDENTIFICATIONS**

- 1.1 Board - Town Council
- 1.2 Contract Administrator - The Town of Davie Town Administrator, the Director of Public Works/Capital Projects, or the designee of such Town Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CARETAKER and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.
- 1.3 Town Attorney - The chief legal counsel for TOWN who directs and supervises the Office of the Town Attorney pursuant to Section 4.03 of the Town Charter.
- 1.4 Property - Robbins Property identified in this Agreement.
- 1.5 Services - Those services described in Article 2.

## **ARTICLE 2**

### **SCOPE OF SERVICES**

- 2.1 CARETAKER agrees to provide security services for the property. CARETAKER shall make frequent, but not less than daily, inspections of the Property in accordance with the operating procedures established by the TOWN's Public Works/Capital Projects Director or his designee. CARETAKER shall notify the Contract Administrator of any potentially hazardous conditions or any irregularity constituting a safety or security risk at the Property as soon as possible after discovery of same. The Contract Administrator shall make CARETAKER aware of critically sensitive areas of the property as well as property rules and regulations. CARETAKER's obligations and responsibilities are deemed to include all labor, materials, supplies and equipment necessary to perform said services.
- 2.2 CARETAKER shall notify the appropriate law enforcement agency immediately upon discovery of any evidence of vandalism, breaking and entering, unlawful entry, speeding, or other unlawful activity and, thereafter, shall notify the Contract Administrator of same. In the event that CARETAKER is also a law enforcement officer as defined in Section 943.10(1), Florida Statutes, such person is authorized and empowered to take such additional action within his/her lawful powers and, thereafter, CARETAKER shall notify the Contract Administrator of same.
- 2.3 CARETAKER shall notify the Contract Administrator in advance of any time s/he will be absent from the property which will prevent or interfere with his/her frequent inspections of the property or the performance of any of his duties referenced herein.
- 2.4 CARETAKER shall perform maintenance tasks as outlined in scope of services attached.

## **ARTICLE 3**

### **CARETAKER RESIDENCE**

- 3.1 CARETAKER shall reside in housing at site on the property designated by the Contract Administrator. All costs related to moving to the housing site shall be borne by CARETAKER.
- 3.2 CARETAKER residence described in Section 3.1 above, shall be located in the area described in Exhibit "B-1", attached hereto and made a part hereof. Such home and the area surrounding same described in Exhibit "B-1" shall hereinafter be referred to as the "premises".
- 3.3 CARETAKER shall fully and accurately complete the information contained in Exhibit "B-2", Personal Data Worksheet, attached hereto and made a part hereof.

- 3.4 TOWN shall provide for the installation, maintenance and repair of water, electrical and sewage service. TOWN shall not be liable for any damage or injury sustained by CARETAKER or any other person resulting from electrical breakdown, leakage or obstruction of water, sewer, or soil pipe or other leakage on or about the premises or any other utility-related injury or damage.
- 3.5 CARETAKER shall pay Town the sum of six hundred dollars (\$600) per month for rental fee of housing unit on site. Fee payable on the first of each month.
- 3.6 All utilities for CARETAKER use shall be at TOWN's expense.

#### **ARTICLE 4**

##### **USE OF premises**

- 4.1 CARETAKER agrees that the only use permitted for the premises is as a personal residence for CARETAKER and his/her immediate family.
- 4.2 CARETAKER shall make no unlawful, improper, immoral or offensive use of the premises nor will CARETAKER use the premises or allow the use of the premises for any purpose other than that set forth in this Agreement. Failure of CARETAKER to comply with this provision shall be considered a material default under this Agreement enabling TOWN's Town Administrator to immediately terminate this Agreement with verbal notice to CARETAKER followed by formal written notice within twenty-four (24) hours.
- 4.3 All personal property, equipment, fixtures, structures, or improvements permitted by TOWN to be constructed or placed on or about the premises shall be at the risk of CARETAKER and TOWN shall not be liable for any damage or loss to CARETAKER's personal property, equipment, fixtures, structures, or improvements located thereon for any reason whatsoever.
- 4.4 CARETAKER agrees and understands that TOWN shall not have any liability with regard to CARETAKER's responsibilities under this Agreement or assets placed or located at the premises.
- 4.5 In utilizing the premises, CARETAKER agrees as follows:
  - a) No laundry shall be visible on the premises.
  - b) Vehicle maintenance requiring disassembling shall not be permitted.
  - c) Radios, televisions, and other sources of noise shall be kept within the bounds of moderation at all times and in accordance with the Town's noise ordinance.
  - d) No BB guns, firearms or other weapons shall be used, displayed or carried on the premises or the Property. Except as provided for in Section 2.2 of this Agreement, the possession or use of a firearm is strictly prohibited.



- e) No trash burning or other type of burning shall be permitted on the premises except for outdoor cooking purposes on a grill.
  - f) Pets will not be allowed on the premises unless secured by a leash or other means.
  - g) No alcoholic beverages shall be consumed on the property outside of CARETAKER's home.
  - h) No excavation of soil in any matter shall be permitted.
  - i) The entrance gate to the premises shall be kept locked/closed at all times except when entering or exiting the premises.
- 4.6 CARETAKER shall be responsible for maintaining the yard or cartilage thereof. CARETAKER shall keep the exterior of the home and the outside areas surrounding the home free and clear of any obstruction, rubbish, or litter and maintain the exterior of the home and the outside area surrounding same in a neat, orderly, and attractive manner.
- 4.7 TOWN or its agents shall have the right to enter the premises at any reasonable time for the purpose of inspecting the premises or performing other duties as required by law or by the terms of this Agreement.
- 4.8 Security Deposit: Simultaneous with execution of this Agreement, CARETAKER shall pay TOWN through the Contract Administrator the amount of five hundred dollars (\$500) as a security deposit. The payment shall be in the form of check or money order made payable to the Town of Davie. The purpose of the security deposit is to have monies available to compensate or assist in compensating TOWN for any damages done or expenses incurred by TOWN in the event that CARETAKER does not fully and faithfully perform his responsibilities under this Agreement. The security deposit shall be held by TOWN without interest payable to CARETAKER following termination or expiration of this Agreement. TOWN shall endeavor to return the security deposit to CARETAKER without interest within thirty (30) days following termination or expiration, minus any amounts retained by TOWN to satisfy any referenced damages or expenses incurred by TOWN. Acceptance of the security deposit by TOWN shall not constitute a limitation on, or waiver of any other claim by TOWN against CARETAKER arising out of this Agreement in excess of the security deposit amount.

## ARTICLE 5

### TERM

The term of this Agreement shall begin on the date it is approved by the Board and shall continue until terminated as provided for in Article 7 herein.

## **ARTICLE 6**

### **CHANGES IN SCOPE OF SERVICES**

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.9 below.

## **ARTICLE 7**

### **TERMINATION**

- 7.1 This Agreement may be terminated immediately for cause by action of the Board as defined in 1.1 or for convenience by either party upon not less than sixty (60) days' written notice by the Contract Administrator or CARETAKER. This Agreement may also be terminated by the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances in the event the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 If CARETAKER fails to materially comply with any of the provisions of this Agreement, TOWN may, at its option, immediately terminate this Agreement and CARETAKER and his/her family (if any), shall immediately surrender the premises. The failure to materially comply with the provisions of this Agreement shall be considered a basis for termination of this Agreement for cause. Termination of this Agreement for cause shall include, but not be limited to, failure of CARETAKER to pay the rental required in Article 3.5, failure of CARETAKER to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 7.3 Notice of termination shall be provided in accordance with "NOTICES" Section 9.2 of this Agreement except that notice of termination by the Contract Administrator which the Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with "NOTICES" Section 9.2 of this Agreement.
- 7.4 In the event of termination by either party as provided for herein, CARETAKER shall surrender the premises in good order and repair, reasonable use and ordinary wear and tear, damage by the elements and other casualty for which TOWN has been reimbursed by insurance excepted.

## **ARTICLE 8**

### **IMPROVEMENTS**

The plans and specifications for all permanent improvements, fence structures, landscaping and facilities made by CARETAKER on the premises shall be submitted and approved by the Contract Administrator prior to the construction or installation of same.

Any building or structure placed or constructed on the premises and permanently attached thereto shall become the property of TOWN upon the termination of this Agreement. CARETAKER shall not remove any of said buildings or structures and shall execute any and all documents necessary to effect transfer of title to said building or structures to TOWN.

## ARTICLE 9

### MISCELLANEOUS

- 9.1 TOWN EMPLOYEE - CARETAKER is a Town employee under this Agreement. Services provided by CARETAKER pursuant to this Agreement shall be subject to the supervision of Contract Administrator.
- 9.2 NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. It is respectfully suggested that all notices be directed to the Town Administrator or the Director of Public Works/Capital Projects Department, or such other designee as the Town Administrator deems appropriate. The title of such individual should be included along with the address of the Town of Davie. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

#### FOR TOWN:

Town of Davie  
Town Administrator  
6591 SW 45 Street  
Davie, Florida 33314-3399

#### FOR CARETAKER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ARTICLE 10

### ADMINISTRATIVE

- 10.1 ASSIGNMENT AND PERFORMANCE - Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CARETAKER shall not subcontract any portion of the work required by this Agreement.

CARETAKER represents that s/he has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction.

CARETAKER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

10.2 CONFLICTS - CARETAKER shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CARETAKER's loyal and conscientious exercise of judgment related to its performance under this Agreement.

10.3 MATERIALITY AND WAIVER OF BREACH - TOWN and CARETAKER agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

TOWN's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver or any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.4 COMPLIANCE WITH LAWS - CARETAKER shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing his/her duties, responsibilities, and obligations related to this Agreement.

10.5 SEVERANCE - In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CARETAKER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.6 JOINT PREPARATION - The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.7 PRIORITY OF PROVISIONS - If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and given effect.

- 10.8 APPLICABLE LAW AND VENUE - This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, CARETAKER and TOWN hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.
- 10.9 AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CARETAKER.
- 10.10 PRIOR AGREEMENTS - This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 10.9 above.
- 10.11 INCORPORATION BY REFERENCE - The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "B-1" and "B-2" are incorporated into and made a part of this Agreement.
- 10.12 MULTIPLE ORIGINALS - This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

## SCOPE OF SERVICES

1. Daily Duties
  - a. Open restroom facilities in tree hammock area.
  - b. Clean restroom facilities.
  - c. Monitoring of public activities within park and notification to Town of Davie Police or Public Works Departments of any occurrences above proposed usage.
  - d. Daily site inspections throughout the site for removal of trash and proper disposal of same.
  - e. Set up and cleaning of Robbins Lodge facilities, Equestrian Center and picnic pavilion before and after scheduled activity.
2. Weekly Duties
  - a. Clean recreational trail within park property.
  - b. Inspect equestrian trail for safe usage.
  - c. Weed eating of grass and weeds, chain sawing tree limbs, removal of fallen branches to area designated for proper disposal.
  - d. Chemical treatment of weeds and exotic plants.
  - e. Maintain equestrian troughs throughout park.
  - f. Check playground, picnic tables and grills throughout park for safety and proper operating condition. Perform preventive maintenance as needed.
3. Monthly Duties
  - a. Landscaping, planting shrubs, pruning same and fertilizing same.
  - b. Monitoring contractual vendor maintaining pastures and grounds.
  - c. Removal of invasive plant species from hammock areas.
  - d. Building maintenance (painting, pressure cleaning, A/C filters and minor repair).
  - e. Fence repair throughout park on an as needed basis.
4. Park Projects
  - a. Paint white fence throughout park.
  - b. Maintain park signage including tree identification signs.
  - c. Maintain parking area and pavement striping.
  - d. Elevation of trees throughout park property and trail on Faulk parcel west of park.
  - e. Any other projects assigned to park.

ALL MAINTENANCE MATERIAL AND EQUIPMENT WILL BE SUPPLIED BY PUBLIC WORKS DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

**WITNESS FOR CARETAKER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**WITNESS FOR TOWN:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**CARETAKER:**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Print Name

**THE TOWN OF DAVIE, FLORIDA**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, of the TOWN OF DAVIE, Florida, a municipal corporation of the State of Florida, who is personally known to me, or who has produced as identification \_\_\_\_\_, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

**MY COMMISSION EXPIRES:**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the CARETAKER, who is personally known to me, or who has produced as identification \_\_\_\_\_, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

**MY COMMISSION EXPIRES:**

**PERSONAL DATA WORKSHEET**

**CARETAKER'S NAME:**

**ADDRESS:**

**TELEPHONE:**

**EMERGENCY CONTACT PERSON AND PHONE NUMBER:**

**NAME OF SPOUSE:**

**NAME(S) OF CHILDREN:**

**PET(S):**